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PTO/SB/82 (04-05)

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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/801,164
Filing Date	03/05/2004
First Named Inventor	Scott A. Brown
Art Unit	1711
Examiner Name	
Attorney Docket Number	PO-8687-US / 53699

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners associated with the Customer Number: 00157

Please change the correspondence address for the above-identified application to:

The address associated with
Customer Number: 00157

OR

Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

G. F. MacCleary

Date

12 9 05

Telephone (412) 777-3012

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

*Total of 5 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: BAYSYSTEMS NORTH AMERICA LLCApplication No./Patent No.: 10/801,164 Filed/Issue Date: MARCH 5, 2004Entitled: **JOINT FILL COMPOSITION AND METHOD**

BAYSYSTEMS NORTH AMERICA LLC, a LIMITED LIABILITY COMPANY
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: SCOTT A. BROWN To: POLYTHANE SYSTEMS, INC.
The document was recorded in the United States Patent and Trademark Office at
Reel 016261, Frame 0500, or for which a copy thereof is attached.
2. From: POLYTHANE SYSTEMS, INC. To: BAYSYSTEMS NORTH AMERICA, LLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

G. F. MacCleary

Printed or Typed Name

Chairperson of the Board

Title

12/9/05

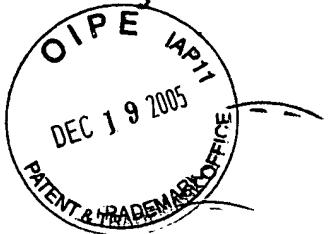
Date

(412) 777-3012

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Bayer MaterialScience



Copy

Date: October 24, 2005
ASSIGNMENT BRANCH

To: USPTO
Company:

Fax: 571-273-0140 Pages: 19

From: DONNA J. VEATCH

Fax: 412-777-3912 Tel. 412-777-3860 **FAX**

cc:

Bayer MaterialScience LLC
Americas
100 Bayer Road
Pittsburgh, PA 15205-9741

ASSIGNMENT FOR RECORDAL

Please see the attached Recordation Form Cover Sheet and the Assignment document. If there are any problems, please call me.

Thank you.

Donna J. Veatch

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile may be confidential, subject to the attorney-client privilege, attorney work product, and/or exempt from disclosure under applicable law and is intended only for the individual or entity named above. If you are not the intended recipient, you are hereby notified that inadvertent disclosure of this information to you does not constitute a waiver of confidentiality or privilege and that any review, disclosure, copying, or use of the contents of the facsimile by you is prohibited. If you have received this facsimile in error, please immediately call the sender collect at the above phone number, so that we can arrange for the return of the original facsimile at our cost.



RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

POLYTHANE SYSTEMS, INC.
EVEREST COATINGS, INC.
POLYTRUST

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) SEPTEMBER 1, 2005

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)

Name: BAYSYSTEMS NORTH AMERICA LLC

Internal Address: _____

Street Address: 100 BAYER ROAD

City: PITTSBURGH

State: PA

Country: USA Zip: 15205

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No.(s)

10/326,338
10/801,164
10/801,158
10/890,672

This document is being filed together with a new application.

B. Patent No.(s)

6,521,673

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: LYNDANNE WHALEN

Internal Address: BAYER MATERIALSCIENCE LLC

Street Address: 100 BAYER ROAD

City: PITTSBURGH

State: PA Zip: 15205

Phone Number: 412-777-3860

Fax Number: 412-777-3912

Email Address: donna.veatch@bayermaterials.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 13-3848

Authorized User Name DONNA J. VEATCH

9. Signature:

Donna J. Veatch
Signature

OCTOBER 24, 2005

Date

DONNA J. VEATCH
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 18

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of Sept. 1, 2005 among BAYSYSTEMS NORTH AMERICA LLC, a Delaware limited liability company ("Assignee"), POLYTHANE SYSTEMS, INC., a Texas corporation ("Polythane"), EVEREST COATINGS, INC., a Texas corporation ("Everest"), and POLYTRUST, a Texas trust ("Polytrust", and together with Polythane and Everest, each a "Assignor" and collectively the "Assignors").

PREAMBLE

Assignors, Assignee and Thomas A. Sparks are parties to that certain Asset Purchase Agreement, dated as of Aug 17, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignee has, among other things, agreed to acquire from Assignors, and Assignors have agreed to sell to Assignee, all of Assignors' rights, title, and interest in and to the following: (i) the trademarks and service marks set forth on Attachment I hereto (the "Trademarks"); (ii) the copyrights set forth on Attachment II hereto (the "Copyrights"); (iii) the inventions, patents, and patent applications set forth on Attachment III hereto (the "Patents and Patent Applications"); and (iv) the technology, know-how, trade secrets, proprietary processes, methods, algorithms, and formulae, set forth on Attachment IV hereto (the "Know-How"). Assignors are desirous of assigning to Assignee and Assignee is desirous acquiring all Assignors' rights, title and interest in and relating to the Trademarks, the Copyrights, the Patents and Patent Applications and the Know-How. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement. Therefore, the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Assignors hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignors in and to the following, including all causes of actions, claims and demands or other rights for, or arising from, any infringement arising or occurring after the Closing, excluding past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

- (a) the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all renewals thereof;
- (b) the Copyrights, and all renewals, reversions and extensions thereof;
- (c) the Patents and Patent Applications and inventions disclosed therein, and all continuations, divisions and reissues; and
- (4) the Know-How.

2. Assignors further agree, without further consideration but at Assignee's expense, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

3. Concurrent with this Assignment, Assignors shall revoke all powers of attorney then in place with the United States Patent and Trademark Office respecting the Patents and the Patent Applications and the parties shall execute a power of attorney or authorization of agent, whereby Assignors transfer to Assignee or Assignee's designated agent the power to prosecute and maintain the Patents and Patent Applications, and to transact all business in the United States Patent and Trademark Office connected therewith.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment shall be governed and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania, without regard to any applicable principles of conflicts of law. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of Texas and of the United States of America located in the State of Texas for any litigation arising out of or relating to this Assignment and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). The parties agree that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be executed by the signature of its duly authorized officer as of the date above first written:

POLYTHANE SYSTEMS, INC.

By: Thomas A. Sparks
Name: Thomas A. Sparks
Title: CEO

EVEREST COATINGS, INC.

By: Thomas A. Sparks
Name: Thomas A. Sparks
Title: CEO

POLYTRUST

By: Thomas A. Sparks
Name: Thomas A. Sparks
Title: Trustee

Accepted and Agreed to by:

**BAYSYSTEMS NORTH AMERICA
LLC**

By: G.F. McCleary
Name: G.F. McCleary
Title: S.V.P.-Marketing Prod.

ATTACHMENT I

REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / (App. No.)</u>	<u>Issued / (Date App.)</u>
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Internet Domain Names:

Trademark Name**Owner**

REDACTED

ATTACHMENT II**COPYRIGHTS**

The Copyrights consist of the following of Assignors' promotional materials that are used solely in the Business as conducted as of the Closing Date:

8/8/2005

REDACTED

Account No. 412-778-4489

Jointed

Account No. 412-778-4489

BEST AVAILABLE COPY

878/2005

Software Licenses

REDACTED

Cost and Period of IT

REDACTED

BEST AVAILABLE COPY

ATTACHMENT III

PATENTS AND PATENT APPLICATIONS

<u>Juris- diction</u>	<u>Patent</u>	<u>Patent No. (App. No.)</u>	<u>Issue Date (Date App.)</u>

U.S. Patent No. 6,521,673

• Composition and Method for Preparing
Polyurethanes and Polyurethane Foams

- Priority Date: 11/03/1999
- Filing Date: 10/10/2000

PATENT #6,521,673 RELATED

U.S. Provisional Patent Application Serial No. 60/163,414 U.S.

Continuation Patent Application Serial No. 10/326,338

International Patent Application No. PCT/US00/29668

Australian Patent Application No. 13491/01 (issued 3/23/05)

Australian Divisional Patent Application No. (not yet assigned)

Canadian Patent Application No. 2,389,594

European Patent Application No. 00975440.9

Japanese Patent Application No. 2001-535453

U.S. Patent Application Serial
No. 10/801,164

• **Joint Fill Composition and Method**

- Priority Date: 03/07/2003
- Filing Date: 03/05/2004
- Related Filings: U.S. Provisional Patent Application Serial No. 60/452,706
- International Patent Application No. PCT/US2004/07087

U.S. Patent Application Serial

No. 10/801,158

- “Method of Consolidating Sand or Gravel into a Solid Mass”

Priority Date: 03/07/2003

Filing Date: 03/05/2004

Related Filings:

International Patent Application No. PCT/US2004/07080

U.S. Provisional Patent Application Serial No. 60/452,765

U.S. Patent Application Serial

No. 10/890,672

- “Water Blown Polyurethane Spray Foam System”

Priority Date: 07/14/2004

Filing Date: 07/14/2004

Related Filings: None

AKIN GUMP
STRAUSS HAUER & FELD LLP
Attorneys at Law

GREGORY HASLEY
713.220.8101/fax: 713.236.0822
ghasley@akingump.com

July 25, 2005

VIA FIRST CLASS MAIL

Thomas A. Sparks
Polythane Systems, Inc.
P. O. Box 1452
Spring, Texas 77383-1452

Re: New PCT Application
"WATER BLOWN POLYURETHANE SPRAY FOAM SYSTEM"
Our file: H053699.0012WO

Dear Tom:

This is a letter to confirm that we filed the above-mentioned PCT patent application on July 12, 2005. We have enclosed a photocopy of the filing documents related to this application.

We will keep you informed of all developments with respect to this matter.

Sincerely,
Gregory M. Hasley

GMH/ael

Enclosure

ATTACHMENT IV

KNOW-HOW

REDACTED